



Zoning Case No. C14-06-0225

RESTRICTIVE COVENANT

OWNER: San Felipe Market, Ltd, a Texas limited partnership

ADDRESS: 10200 Prism Drive, Austin, Texas 78726

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 1A, Amended Plat of Lot 1, San Felipe Green and Lot 2, Suncor-Greenwood Addition, plats of record in Cabinet AA, Slide 149, and Document No. 2005040768, respectively, in the Official Records of Williamson County, Texas.

WHEREAS, the Owner of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its successors and assigns.

1. A site plan or building permit for the Property may not be approved, released, or issued, if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds 1,898 trips per day.
2. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, and (b) by the owner(s) of the Property subject to the modification, amendment or termination at the time of such modification, amendment or termination.

2-15-07
57

EXECUTED this the 2nd day of February, 2007.

OWNER:

**San Felipe Market, Ltd.,
a Texas limited partnership**

By: Lantana Holdings, LLC,
a Texas limited liability company

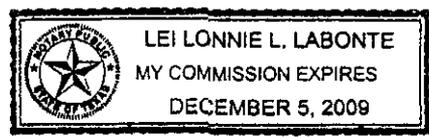
By: [Signature]
John W. Baunach,
Manager

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney
City of Austin

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 2nd day of February, 2007, by John W. Baunach, Manager of Lantana Holdings, LLC, a Texas limited liability company, General Partner of San Felipe Market, Ltd., a Texas limited partnership, on behalf of the company and the partnership.



[Signature]
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2007015952

[Signature]
Nancy E. Rister

02/28/2007 10:20 AM
PHOLTZ \$20.00

NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

After Recording, Please Return to:
City of Austin
Department of Law
P. O. Box 1088
Austin, Texas 78767
Attention: Diana Minter, Paralegal

Restrictive covenant
San Felipe Market, Ltd.